

EXHIBIT A

September 24, 2018
Cease and Desist Letter
to Lightricks Ltd.

September 24, 2018

VIA EMAIL & FEDEX

contact@lightricks.com

Lightricks Ltd.
Professor Racah St. Building 5.4
Jerusalem, Israel 9190401

Re: Patent Infringement
Our Ref. No.: 20970.63

To Whom It May Concern:

This firm represents Plotagraph Inc. and its owners and affiliates (“Plotagraph”). Plotagraph is the provider of the Plotagraph Pro software and Plotaverse Photo Animator application (collectively “Plotagraph software”). The Plotagraph software is a unique program that can be used to create an animation (“Plotagraph animation”) from a still image. Plotagraph has pending United States and international patent protection for the Plotagraph software. By way of example, Plotagraph is the owner of U.S. Publication No. 2018/0032236.

As you are undoubtedly aware, the Plotagraph software creates Plotagraph animations from still images by shifting pixels in the still images to create the animations. In contrast, other types of animations are created from a video and certain portions of the video are frozen while other portions are played to provide the animation. Because of these differences, animations created with the Plotagraph software have distinct appearances and characteristics. For instance, the animated portions of a Plotagraph animation can blend at the beginning and end of the animations, rather than just simply playing in a loop.

It has recently come to Plotagraph’s attention that you are providing the Enlight Pixaloop application, which is highly similar, if not identical, to the Plotagraph software and which Plotagraph believes is covered by its pending patent applications. Plotagraph intends to vigorously enforce its intellectual property rights including pursuit of all remedies provided under United States or foreign patent laws, which include damages, injunctive relief, and attorneys’ fees. Under applicable law, an infringer may be enjoined by court order from committing acts of infringement and may also be required to pay damages suffered by the patent owner as a result of the infringement, including lost profits. In addition, willful infringement may result in an award of treble damages and attorneys’ fees. Furthermore, you should be aware that, upon issuance, United States law provides that the owner of a patent can obtain a reasonable royalty from any person who, during the period from the date of publication of the patent application to the date the patent issues, makes, uses, offers for sale, sells, and/or imports the invention claimed in the published patent application.

You should be aware that by making the Enlight Pixaloop application available in the United States, you subject yourself and anyone that uses the Enlight Pixaloop application to the laws of the United States. Should you continue to offer the Enlight Pixaloop application, or any other similar application, Plotagraph will

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pursue legal action against you in the United States upon the issuance of its United States patents. Furthermore, Plotagraph will also use its international patent application to pursue patent protection in other countries where you offer the Enlight Pixaloop application, which it will enforce against you should you continue to offer the Enlight Pixaloop application.

In addition, based on the close resemblance of the Enlight Pixaloop application to the Plotagraph software, we are also deeply concerned that you may have copied all or substantial portions of Plotagraph's copyrighted work for the Plotagraph software when creating the Enlight Pixaloop application. While we are continuing to investigate this issue, you should know that under applicable law Plotagraph's copyright in its work gives Plotagraph the exclusive rights to, among other things, reproduce its work and prepare derivative works based thereon. Furthermore, under the Berne Convention, Plotagraph's copyrights are recognized and enforceable in numerous countries around the world. If Plotagraph determines that you have indeed copied its copyrighted work, Plotagraph will pursue an injunction against you, damages, and attorneys' fees in accordance with applicable law.

Accordingly, we hereby demand that you immediately **cease and desist** from offering the Enlight Pixaloop application, or any other application which is covered by Plotagraph's patent applications. Please acknowledge receipt of this letter immediately and give us your written assurance that you will comply with our demands on or before **October 2, 2018, by 5:00 p.m.** If you fail to promptly comply with these demands, we will report the infringing nature of the Enlight Pixaloop application to Apple and any other app store provider through which you are offering the application.

The foregoing is not intended to prejudice Plotagraph's right to pursue alternative or additional remedies available to it under the relevant laws to redress any infringement of its intellectual property rights.

Very truly yours,

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JOHN C. STRINGHAM
J. DUSTIN HOWELL

cc: Plotagraph Inc.
JCS/JDH